

K Great Brit. Geoll.
Read 14 April 1760 in Lords

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Enacted 33 Geo^[I] II. Private Acts, c 58



*An ACT for Sale of Part of the settled Estate
of Sir Matthew Fetherston, Baronet, in
the County of Essex; and for laying out the
Money, arising by such Sale, in the Purchase
of other Lands and Hereditaments, to be
settled in Lieu thereof.*

*Whereas by Indentures of Lease and Release, bearing Date
respectively the Twenty-second and Twenty-third Days of
December One thousand Seven hundred and Forty-six, the
Release being Quadrupartite, and made or mentioned to
be made between Matthew Fetherston the younger, of
Hassingbrooke, in the Parish of Standford le Hope, in the County of Essex,
Esquire, now Sir Matthew Fetherston, Baronet, of the First Part;
Sarah Lethieullier the elder, of Belmont, in the County of Middlesex,
Widow, and Relict of Christopher Lethieullier, late of Saint Catherine
Coleman, London, Esquire, deceased, of the Second Part; Sarah Le-
thieullier the younger, of Belmont aforesaid, Spinster, only Daughter
of the said Christopher and Sarah Lethieullier, of the Third Part;
and Benjamin Lethieullier, of East Sheen, in the County of Surrey,
Esquire, Joshua Iremonger, of Wherwell, in the County of South-
ampton, Esquire, and Utrick Fetherstonhaugh, of Oxted, in the County
of Surrey, Clerk, of the Fourth Part; in Consideration of a Marriage
then intended, and which was soon after had and solemnized, be-
tween the said Matthew Fetherston and Sarah Lethieullier the younger,
now Dame Sarah Fetherston, and of the Portion or Fortune of the said
Dame Sarah therein mentioned and specified, and for divers other
Considerations in the said Indenture Quadrupartite mentioned and
expressed, he the said Sir Matthew Fetherston did grant, release, and
convey, unto the said Benjamin Lethieullier, Joshua Iremonger, and
Utrick Fetherstonhaugh, and their Heirs, amongst other Messuages,
Lands, Tenements, and Hereditaments, therein mentioned and de-
scribed, All that the Manor or Lordship, or reputed Manor or Lord-
ship, of Hassingbrooke, in the Parish of Standford le Hope, in the
County of Essex, with its Rights, Members, and Appurtenances;*
A *and*

and all that the Scite of the said Manor, and the Capital Messuage or Mansion-house of *Hassingbrooke* aforesaid, with all Out-houses and Buildings, and the Garden and Orchard thereunto belonging; and all those several Pieces or Parcels of Land, arable, meadow, and pasture, containing together by Estimation One hundred and Eighty-nine Acres and Thirty-nine Perches or thereabouts, situate, lying, and being, in the Parish of *Standford le Hope* aforesaid; all which said Messuage, Lands, Tenements, Hereditaments, and Premises, then were in the Tenure or Occupation of *Robert Mayes*, by virtue of a Lease thereof to him made by Sir *Henry Fetherston*, Baronet, deceased, under the yearly Rent of Seventy-five Pounds; and also all that Messuage or Tenement, and Farm, situate, lying, and being, within or adjoining to the said Manor of *Hassingbrooke*, and in the Parish of *Standford le Hope*, commonly called or known by the Name of *Great Trapps* and *Little Trapps*; and all those Pieces or Parcels of Land, arable, meadow, and pasture, in the said Parish of *Standford le Hope*, containing together by Estimation One hundred and Twenty-eight Acres One Rood and Thirty-seven Perches or thereabouts, formerly in the Tenure or Occupation of *John Hogg* the younger, and then or late in the Tenure or Occupation of *John Mayes*, by virtue of a Lease thereof made by the said Sir *Henry Fetherston* to the said *John Hogg*, under the yearly Rent of Sixty-nine Pounds and Nineteen Shillings; and also all that Messuage or Tenement, and Farm, situate, lying, and being, within or near adjoining to the said Manor of *Hassingbrooke*, in the said Parish of *Standford le Hope*, commonly called *Lodge Hall*; and all those Pieces or Parcels of Land, arable, meadow, and pasture, and Woodland, in the said Parish of *Standford le Hope*, containing together by Estimation One hundred and Twenty-nine Acres Three Roods and Twenty-nine Perches or thereabouts, which Premises then or late were in the Tenure or Occupation of *James Potter*, by virtue of a Lease thereof from the said Sir *Henry Fetherston*, under the yearly Rent of Fifty Pounds; and also all that Close, Piece or Parcel of Ground in the said Parish of *Standford le Hope*, containing by Estimation Three Acres One Rood and Twenty-seven Perches or thereabouts, then or late in the Tenure or Occupation of the said *James Potter*, under the yearly Rent of One Pound; and also all that Messuage or Tenement, with the Farm and Hereditaments thereunto belonging, situate, lying, and being, within or near adjoining to the said Manor of *Hassingbrooke*, and in the said Parish of *Standford le Hope*, commonly called or known by the Name of *Shatten*, otherwise *Shetton*; and all those Lands called *Northlands*, and the Woods called *Northland Woods*; and all those several Pieces or Parcels of Land, arable, meadow, pasture, and woodland, in the said Parish of *Standford le Hope*, and in the Parish of *Curringham*, in the said County of *Essex*, containing together in the whole by Estimation Two hundred and Sixty-eight Acres and Thirty Perches or thereabouts, then or late in the Tenure or Occupation of *Samuel Linsel*, by virtue of a Lease thereof from the said Sir *Henry Fetherston*, under the yearly Rent of One hundred Pounds; and also all that the Manor or Lordship, or reputed Manor or Lordship, of *Standford*, otherwise *Cabborues*, Manor, in *Standford le Hope* afore-

aforesaid, with its Rights, Members, and Appurtenances; and all that Capital Messuage and Farm, called or known by the Name of *Cabbornes*, situate and being in the Parish of *Standford le Hope* aforesaid, with all Houses, Outhouses, and Buildings, Yards, Gardens, and Orchards, thereto belonging; and all those several Pieces or Parcels of Land, arable, meadow, pasture, and marsh Land, thereunto belonging, situate, lying, and being, in the said Parish of *Standford le Hope*, containing together in the whole by Estimation Two hundred and Eighty-four Acres One Rood and Thirty-three Perches or thereabouts; and all that Fall or Right of cutting Seventy Acres of Wood yearly and every Year in the Woodlands belonging to the said *Matthew Fetherston*, in or near the said Parish of *Standford le Hope*, then or late in the Tenure or Occupation of *Thomas Green*, by virtue of a Lease from the said Sir *Henry Fetherston*, under the yearly Rent of Ninety Pounds; and also all those several Messuages, Farms, Tenements, and Hereditaments, hereinafter particularly mentioned, or so much thereof as is free and Charterhold, and not Copyhold; that is to say, All that Messuage, and the Farm and Pieces of Land, arable, meadow, and pasture, thereunto belonging, commonly called *Perri-mans*, situate, lying, and being, within the said Manor of *Stanford*, otherwise *Cabbornes*, in the said Parish of *Standford le Hope*, and containing together by Estimation Forty-one Acres Three Roods and Thirty-one Perches or thereabouts, then or late in the Tenure or Occupation of *Thomas Mines*, under the yearly Rent of Thirty Pounds; and also all that Messuage or Tenement, and the Farm, and Hereditaments thereunto belonging, in the said Parish of *Standford le Hope*, commonly called *Daniels*; and the several Pieces and Parcels of Land, arable, meadow, and pasture, in the said Parish, containing together by Estimation Eighty-four Acres and One Perch or thereabouts, then or late in the Tenure or Occupation of the said *Thomas Green*, under the yearly Rent of Fifty-two Pounds; and also all that Messuage or Tenement, situate in the said Parish of *Standford le Hope*, called *Mill Hill*, and the Fields or Pieces of Ground thereto belonging, in the said Parish, containing together by Estimation Seven Acres Three Roods and Thirty-one Perches, then or late in the Tenure or Occupation of *William Hall*, under the yearly Rent of Six Pounds; and also all that Messuage or Tenement, called *Vine House*, with Two Acres of Land thereto belonging, situate and lying in the said Parish, formerly in the Tenure or Occupation of *Richard Badfield*, deceased, and then or late of *Joseph Badfield* his Son, at or under the yearly Rent of Six Pounds and Nine Shillings; and all that Messuage or Tenement, commonly called *The King's Head*, in *Standford le Hope* aforesaid, and the several Pieces of Land, meadow and pasture, in the said Parish, containing by Estimation Eighteen Acres Three Roods and Thirty-nine Perches or thereabouts, then or late in the Tenure or Occupation of *Samuel Smith*, by virtue of a Lease from the said Sir *Henry Fetherston*, under the yearly Rent of Twenty-one Pounds; and all that Cottage, with the Orchard and Appurtenances thereto belonging, then or late in the Tenure or Occupation of *John Winn*, under the yearly Rent of Two Pounds and Five Shillings; and all that Cottage,

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with the Garden and Appurtenances thereto belonging, then or late in the Tenure or Occupation of *John Sleight*, under the yearly Rent of Three Pounds; and all that Cottage and Orchard, with the Appurtenances, then or late in the Possession of the Churchwardens and Overseers of the Poor of *Standford le Hope* aforesaid, under the yearly Rent of One Pound and Five Shillings; which Three last mentioned Cottages are situate in the said Parish of *Standford le Hope*; and all that Wharf called *Standford Wharf*, with Three Acres of Salting thereto belonging, situate in the said Parish of *Standford le Hope*, then or late in the Tenure or Occupation of *John Hughes*, by virtue of an Article under the Hand and Seal of the said Sir *Henry Fetherston*, at the yearly Rent of Twelve Pounds; and all that Messuage or Tenement, Lands and Hereditaments, commonly called *Mucking Farm*, situate in the Parish of *Mucking*, in the County of *Essex*, containing together by Estimation Thirty-eight Acres or thereabouts, then or late in the Tenure or Occupation of *William Crussell*, under the yearly Rent of Twenty Pounds; and all that Messuage or Farm-house, with all and singular the Barns, Stables, Edifices, and Buildings thereunto belonging, commonly called *Warden's Hall*; and all the several Pieces or Parcels of arable, meadow, and pasture Ground thereto belonging, and lying in the Parish of *Mucking* aforesaid, containing by Estimation One hundred and Twenty Acres or thereabouts, then or late in the Tenure or Occupation of *James Thompson*, under the yearly Rent of Fifty-four Pounds Nineteen Shillings; and all that Farm-House, with all and singular the Lands, Tenements, and Hereditaments thereunto belonging, commonly called *Barringtons*; and all those several Pieces or Parcels of arable, meadow, and pasture Ground, containing together by Estimation One hundred and Twenty-three Acres or thereabouts, situate, lying, and being, in the said Parish of *Mucking*, and then or late in the Tenure or Occupation of *William Newport*, by virtue of a Lease from the said Sir *Henry Fetherston*, under the yearly Rent of Forty Pounds; and also all those Seven several Closes or Crofts of Land, containing together by Estimation Thirty Acres or thereabouts, with the Appurtenances, situate, lying, and being, in *Horndon on the Hill* and *Mucking*, or one of them, in the said County of *Essex*, then or late in the Tenure or Occupation of the said *William Newport*, by virtue of a Lease from the said Sir *Henry Fetherston*, under the yearly Rent of Twenty Pounds; and all that Messuage, Tenement, or Farm, commonly called or known by the Name of *Polwicke*, with the Lands, Tenements, and Hereditaments, and the several Pieces or Parcels of Land, arable, meadow, and pasture thereto belonging, containing together by Estimation One hundred and Eighty-two Acres or thereabouts, lying and being in the Parish of *West Tilbury*, in the said County of *Essex*, and then or late were in the Tenure or Occupation of *Thomas Prentice*, by virtue of a Lease thereof from the said Sir *Henry Fetherston*, under the yearly Rent of Eighty-six Pounds; and all those several Parcels of Upland and Marsh, with a Barn thereupon built, commonly called or known by the Name of *Barvils*, which said several Pieces or Parcels of Land or Marsh,

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contain in the whole by Estimation Fifty-eight Acres or thereabouts, and are situate, lying, and being, in the Parish of *East Tilbury*, in the said County of *Essex*, and then or late were in the Tenure or Occupation of *John Holmes*, by virtue of a Lease from the said Sir *Henry Fetherston*, under the yearly Rent of Thirty Pounds; and all that Messuage or Tenement, commonly called *Buckstead*; and all those several Fields or Closes of Land, containing together by Estimation Eighteen Acres or thereabouts, then or late Occupation of the Widow *Daniels*, at or under the yearly Rent of Ten Pounds; and all that Messuage or Tenement, commonly called *Stewards*; and all those several Fields or Closes of Land, arable, meadow, or pasture thereto belonging, containing in the whole by Estimation Sixty-eight Acres or thereabouts, situate, lying, and being, in the Parish of *Much Stambridge*, in the said County of *Essex*, and then or late in the Tenure or Occupation of *Vassal Lone*, under the yearly Rent of Thirty-five Pounds; and all that Messuage, Tenement, or Farm, commonly called or known by the Name of *Dangers*, with the several Pieces or Parcels of Land, meadow and pasture thereto belonging, situate, lying, and being, in the Parish of *South Shewbury*, in the said County of *Essex*, containing in the whole by Estimation One hundred and Forty-one Acres or thereabouts, then or late in the Tenure or Occupation of the Widow *Baker*, by virtue of a Lease thereof from the said Sir *Henry Fetherston*, under the yearly Rent of Seventy Pounds; and also all that the Manor or Lordship of *Terling*, alias *Tarling*, with the Rights, Members, and Appurtenances thereof, in the said County of *Essex*; and all that the Scite of the said Manor, and of the Captal Messuage or Manor-house, called *Terling Place*, together with all the Quit-Rents belonging to the said Manor, which do amount in the whole to the yearly Sum of Ten Pounds or thereabouts; and also all that the Rectory and Parsonage of *Terling*, alias *Tarling*, in the same County, and the Tyth Barn there, and the great Tyth of the Parish of *Terling*, alias *Tarling* aforesaid; and all that Messuage and Farm, in the Parish of *Terling*, alias *Tarling* aforesaid, commonly called the *Parsonage Farm*, together with all and singular the Houses, Buildings, Outhouses, Barns, Stables, Orchards, Gardens, and Appurtenances thereunto belonging; and all the Closes and Parcels of Land, arable, meadow, and pasture, then used and letten together with the same, containing in the whole about Two hundred and Fifty Acres, then or late in the Tenure and Occupation of *Sarah Stammers* Widow, under the yearly Rent of Two hundred and Fifty Pounds Ten Shillings; and also all the several Messuages, Lands, Tenements, and Hereditaments herein after mentioned, or so much thereof as is Free and Charterhold, and not Copyhold, that is to say, All that Messuage and Farm, together with all those Pieces or Parcels of Land, arable, meadow, or pasture thereto belonging, or therewith letten or enjoyed, containing together in the whole by Estimation One hundred and Fifty Acres or thereabouts, then or late in the Tenure or Occupation of *Richard Poole*, under the yearly Rent of Sixty-five Pounds; and all that Messuage and Farm, together with all those Pieces or Parcels

of Land, arable, meadow, and pasture thereto belonging, or therewith letten or enjoyed, containing in the whole One hundred and Sixty Acres or thereabouts, then or late in the Tenure or Occupation of *Matthew Clarke*, at or under the yearly Rent of Seventy-five Pounds; and all that Messuage or Tenement, and Farm, and a Water Corn Mill therewith letten, called *Terling Mill*; and all those Pieces or Parcels of Land, arable, meadow, and pasture thereto belonging, or therewith letten or enjoyed, containing together by Estimation Twenty Acres, then or late in the Tenure or Occupation of *John Edwards*, under the yearly Rent of Forty Pounds; and all that Messuage and Farm, and all those Pieces or Parcels of Land, arable, meadow, and pasture thereto belonging, or therewith letten or enjoyed, containing together by Estimation Sixty Acres or thereabouts, then or late in the Tenure or Occupation of *Thomas Hulke*, under the yearly Rent of Forty-one Pounds; and all that Messuage and Farm, and all those Pieces or Parcels of Land, Arable, Meadow, and Pasture thereunto belonging, or therewith letten or enjoyed, containing together by Estimation Ninety Acres, then or late in the Tenure or Occupation of *William Speakman* and *John Speakman*, or One of them, under the yearly Rent of Forty-five Pounds; and all that Messuage, with the several Pieces or Parcels of Land, arable, meadow, and pasture thereto belonging, or therewith letten or enjoyed, containing by Estimation Eighteen Acres or thereabouts, then or late in the Tenure or Occupation of *Richard Alger*, under the yearly Rent of Eight Pounds; and all that Messuage or Tenement, with the Appurtenances, then or late in the Tenure or Occupation of *Robert Russell*, at or under the yearly Rent of Five Pounds Ten Shillings; and all that Messuage or Tenement, with the Appurtenances, then or late in the Tenure or Occupation of *Martha Willshire*, under the yearly Rent of Three Pounds and Ten Shillings; and all that Cottage or Tenement, then or late in the Tenure or Occupation of *John Frances*, under the yearly Rent of Two Pounds and Fifteen Shillings; and all that Cottage or Tenement, then or late in the Tenure or Occupation of *Daniel Oxibrook*, under the yearly Rent of Two Pounds; and all those Woods in or near *Terling* aforesaid, or in or near some of the Towns, Parishes, or Hamlets herein after mentioned, containing in the whole by Estimation Sixty Acres or thereabouts, whereof the Tenant of the Parsonage Farm above mentioned hath Liberty to cut Two Acres yearly; all which last mentioned Manor, Messuages, Lands, Tenements, Hereditaments, and Premises, are situate, lying, and being, in the Parishes, Hamlets, and Fields of *Terling*, alias *Tarling*, *Fairstead*, *Frankbourn*, *Boreham*, *Hatfield-Peverel*, *Black Notley*, *White Notley*, *Witham*, *Little Baddow*, and *Cressing Temple*, or in some or one of them, in the said County of *Essex*, or in some other Parish or Parishes thereunto near adjoining; and all Messuages, Tofts, Houses, Ourhouses, Barns, Stables, Edifices, Buildings, Cottages, Mills, Dovehouses, Orchards, Gardens, Lands, Tenements, Meadows, Leafows, Pastures, Feedings, Commons, Waters, Waste Grounds, Woods, Underwoods, Waters, Fishings, Rents, Reversions, Services, Tyths, Offerings, Oblations, Obventions, Courts Leet, View of Frank-

Frankpledge, Courts Baron and other Courts and Perquisites, and Profits of Courts and all other Franchises, Liberties, Rights, Privileges, Profits, Advantages, Commodities, Emoluments, and Advantages whatsoever, to the said Manor, Lordships, Rectories, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, every or any of them, belonging or appertaining, or therewith or with any of them held, used, demised, leased, occupied, or enjoyed, or accepted, reputed, taken, used, or known, as Part, Parcel, or Member of, or as belonging to them or any of them; and all other the Manors, Messuages, Lands, Tenements, and Hereditaments, of what Nature or Kind soever, of him the said Sir *Matthew Fetherston*, in the County of *Essex*, which were late the Estate of the said Sir *Henry Fetherston* deceased; except all that the Manor, Capital Messuage, and Farm, called *Beckney*; and all the Lands, Tenements, Marshes, Marsh Grounds, Profits, Commodities, and Hereditaments, to the same belonging, or accepted, reputed, or taken, as Part, Parcel, or Member, of the same, and every of them, with their Appurtenances, situate, lying, and being, in the Parish of *Ashenden*, alias *Asheldam*, or elsewhere, in the said County of *Essex*; and which said last mentioned Manor, Messuage, Lands, Hereditaments, and Premises, are therein mentioned to have been purchased, on or about the Twentieth Day of *January*, One thousand Six hundred and Ninety-three, by the said Sir *Henry Fetherston*, of and from *Catharine Kellum*, Widow and Relict of *George Kellum*, late of the *Inner Temple*, *London*, deceased, and *George Kellum*, Esq; Son and Heir, and *Robert Kellum*, another of the Sons of the said *George Kellum*, deceased; and the same last mentioned and excepted Premises are therein mentioned to be, or have been, in the Tenure or Occupation of *William Carr*, by virtue of a Lease to him thereof granted by the said Sir *Henry Fetherston*, for a Term of Twenty-one Years, to commence from *Michaelmas* One thousand Seven hundred and Forty-two, under the yearly Rent of Ninety Pounds; and also except all that Marsh, called *Gores Marsh*, containing by Estimation Two hundred Acres, be the same more or less, together with the Ferry, commonly called *Crixzey*, otherwise *Crixley Ferry*, and the Two Ferry Houses and Ground thereunto belonging; and also the Oyster Laying and Oyster Beds there, with free Liberty of passing and repassing to, from, and over the said Ferry, and dragging for the said Oysters, in the same Manner as the same have been usually possessed and enjoyed, together with all Ways, Passages, Liberties, Privileges, and Appurtenances, to the said Marsh, Ferry, and Premises, belonging or in any wise appertaining; all which said Marsh Ground, Ferry, and Premises, are situate, lying, and being, in the Hundred of *Rockford*, in the said County of *Essex*, and then were in the Possession of *John Carter*, at the yearly Rent of Sixty-seven Pounds; and also except the Advowson and perpetual Right of Presentation and Patronage, in and to the Rectory and Parish Church of *Standford le Hope*, in the said County of *Essex*; and also the Advowson and perpetual Right of Presentation and Patronage, in and to the Vicarage of the said Parish Church of *Terling*, alias *Tarling*, in the same County; and all Rights,

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Privileges, Benefits, and Advantages, to the said Advowsons, or to the Rectors or Vicars of the said respective Parishes and Churches for the Time being, respectively belonging or appertaining; to hold the said Manors, Lordships, Rectory, Messuages, Lands, Tenements, Hereditaments, and Premises, to and for the several Uses, Intents, and Purposes therein after mentioned; that is to say, To the Use of the said Sir *Matthew Fetherston* and his Heirs, until the Solemnization of the said then intended Marriage; and immediately after the Solemnization thereof, to the Use of the said Sir *Matthew Fetherston* and his Assigns, for and during his Life, without Impeachment of Waste; and after the Determination of that Estate, to the Use of the said *Benjamin Letbieullier*, *Joshua Iremonger*, and *Utrick Fetherstonhaugh*, and their Heirs, during the Life of the said Sir *Matthew Fetherston*, in Trust to preserve the contingent Remainders therein after limited, from being defeated or destroyed; and for that Purpose to make Entries and bring Actions, as Occasion shall require; yet nevertheless, to permit the said Sir *Matthew Fetherston* and his Assigns, to receive the Rents and Profits of the same Premises during his Life; and immediately after the Death of the said Sir *Matthew Fetherston*, to the Use and Intent, that the said Dame *Sarah Fetherston* and her Assigns, shall and may have, receive, and enjoy, one clear yearly Rent or Sum of One thousand Pounds, of lawful Money of *Great Britain*, clear of all Deductions, for or in respect of any Taxes, Charges or Assessments, Parliamentary or otherwise, during her Life, by Four equal quarterly Payments, for her Jointure, and in Lieu and Bar of her Dower, with the usual Powers of Entry, Distress, and Perception of the Rents and Profits of the Premises, charged with the said yearly Rent, for the better securing and recovering the same; and after the Decease of the said Sir *Matthew Fetherston*, and subject to the said yearly Rent-charge of One thousand Pounds, and such Remedy for recovering the same as aforesaid, to the Use of the said *Benjamin Letbieullier* and *Joshua Iremonger*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years from thence next ensuing, in Trust, by the Ways and Means therein mentioned, for the better securing, recovering, and enforcing, the Payment of the said yearly Rent-charge, and all Arrears thereof; and from and after the Expiration, or other sooner Determination of the said Term of Ninety-nine Years, to the Use of such one or more Child or Children of the said Sir *Matthew Fetherston*, on the Body of the said Dame *Sarah* his Wife, to be begotten, and for such Estate and Estates, and in such Parts, Shares, and Proportions, Manner and Form, as he the said Sir *Matthew Fetherston*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, under his Hand and Seal, attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, should, from time to time, direct, limit, give, or appoint; and in Default of such Direction, Limitation, Gift, or Appointment by him; or in case any such should be, when and to soon as the Estates and Interests thereby limited, should respectively end or determine, and as to such Part or Parts of the said Premises, whereof

whereof no such Direction, Limitation, Gift, or Appointment should be made, to the Use of such one or more Child or Children of the said Sir *Matthew Fetherston*, on the Body of the said Dame *Sarah*, to be begotten, and for such Estate and Estates, and in such Parts, Shares, Proportions, Manner, and Form, as the said Dame *Sarah Fetherston*, in case she should survive the said Sir *Matthew Fetherston*, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, under her Hand and Seal, attested by Two or more credible Witnesses, or by her last Will and Testament in Writing, attested as aforesaid, should, from time to time, direct, limit, give, or appoint; with a Proviso, that if there should be Issue of the said Marriage only One Daughter, or, there being more than One, all such Daughters but One should die before they should respectively attain the Age of Eighteen Years, or be married after the Age of Sixteen Years, then and in either of the said Cases, the several Limitations of the said Hereditaments and Premises to such Child or Children of the said Marriage, as he the said Sir *Matthew Fetherston*, or in his Default the said Dame *Sarah* surviving him, should direct, limit, give, or appoint, as aforesaid, should cease, determine, and be void: And as to all and singular the said Premises, in Default of any such Direction, Limitation, Gift, and Appointment, or when and so often as the Estates so limited should respectively end and determine; and as to such Part or Parts of the same Premises, whereof no such Direction, Limitation, Gift, or Appointment, should be made, to the Use of the said *Benjamin Lethieullier*, *Joshua Iremonger*, and *Utrick Fetherstonhaugh*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence from the Decease of the Survivor of them the said Sir *Matthew Fetherston*, and Dame *Sarah* his Wife, without Impeachment of or for any Manner of Waste, upon Trust, by the Ways and Means therein mentioned, for raising the Sum of Ten thousand Pounds, for the Portion and Portions of the younger Son and younger Sons, Daughter and Daughters, of the said Marriage, in case of an eldest Son, to be paid at such Time and Times, and in such yearly Sums for their Maintenance, as is therein mentioned; and immediately after the Expiration or other Determination of the said Term of Three hundred Years, to the Use and Behoof of the First and every other Son of the Body of the said Sir *Matthew Fetherston* on the Body of the said Dame *Sarah* his Wife begotten or to be begotten successively in Tail Male; and, for Default of such Issue, to the Use of the said *Benjamin Lethieullier*, *Joshua Iremonger*, and *Utrick Fetherstonhaugh*, their Heirs and Assigns, upon the Trusts and for the Purposes therein after-mentioned; That is to say, In case there should be Two or more Daughters of the said Marriage, who should live to attain the Age of Eighteen Years, or be married after the Age of Sixteen Years, then, upon Trust, from and immediately after any Two such Daughters should attain the said Age, or be married as aforesaid, to convey and assure the said Hereditaments and Premises, unto and to the Use of all and every the Daughter and Daughters of the said Marriage, and their Heirs, as Tenants in common; and, in the mean time, by and out of the Rents and Profits of the same Premises, to raise and levy, for the Maintenance and Education of all and every such Daughter and

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Daughters, such yearly Sum and Sums of Money, not exceeding the yearly Sum of Two hundred Pounds for each of them, as the said Trustees, or the Survivor or Survivors of them, should think fit, and to pay all the Residue of the Rents and Profits of the said Premises unto the said Daughter and Daughters, in such Manner as is therein mentioned: And also upon further Trust, that in case there should be Issue of the said Marriage only One Daughter, or, there being more than One, all of them but One should die before they should respectively attain the Age of Eighteen Years, or be married after the Age of Sixteen Years, then the said Trustees, or the Survivors or Survivor of them, his Heirs or Assigns, should, by Demise, Sale, or Mortgage, of the said Premises, or such Part thereof, as they should think fit, and by and out of the Rents and Profits thereof, in the mean time, until such Sale or Mortgage, or by Felling and Sale of any Timber or Wood growing thereon, or by all or any of the said Ways or Means, raise and levy the Sum of Twenty thousand Pounds, for the Portion of such only or surviving Daughter, to be paid and payable at her Age of Eighteen Years, or Day of Marriage after her Age of Sixteen Years, which should first happen, if they the said Sir *Matthew Fetherston*, and Dame *Sarah Fetherston*, should then be both dead; but if they, or either of them, should be then living, then within Three Calendar Months after the Death of the Survivor of them, with Interest for the same from the Death of such Survivor, after the Rate of Four Pounds *per Centum per Annum*, and also upon Trust, that they the said Trustees, or the Survivors or Survivor of them, his Heirs or Assigns, should, in the mean time, by and out of the Rents and Profits of all or any of the Premises, raise and levy, for the Maintenance and Education of such only or surviving Daughter, till her Portion should become payable as aforesaid, such yearly Sum as they should think fit, not exceeding Three hundred Pounds a Year: And from and after raising and paying the Sum of Twenty thousand Pounds for the Portion of such only or surviving Daughter, and such yearly Sum for Maintenance as aforesaid, and subject to the said Trusts for raising the same, or in case there should be no such One Daughter who should attain the said Age of Eighteen Years, or be married after the Age of Sixteen Years as aforesaid, then in Trust, to convey and assure all and singular the said Premises, or such Part or Parts thereof as should not have been sold or disposed of for the Purposes aforesaid, unto such Person and Persons, and for such Estate and Estates, and in such Shares and Proportions, Manner, and Form, as he the said Sir *Matthew Fetherston* by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, under his Hand and Seal, attested by Two or more credible Witnesses, or by his last Will and Testament in Writing, attested as aforesaid, should, from time to time, direct, limit, give, or appoint; and in Default of such Direction, Gift, Limitation, or Appointment, or in case any such should be, when and so soon as the Estates and Interest thereby limited should respectively end and determine; and as to such Part or Parts of the said Premises whereof no such Direction, Gift, Limitation, or Appointment, should be made, unto and to the Use of the right Heirs of the said Sir *Matthew Fetherston*; in which said Indenture *Quadrupartite*

partite is contained a Proviso or Declaration, purporting, that if such only or surviving Daughter should become intituled to the Sum of Ten thousand Pounds, thereby provided to be raised under the Trust of the said Term of Three hundred Years, or any Part thereof, or to the Sum of Four thousand Pounds Capital Bank Stock, therein mentioned to have been transferred to the said Trustees, upon the Trusts therein expressed, or to any of the Stocks or Securities thereby covenanted to be transferred to them by the said Sir *Matthew Fetherston*, or the principal Sums respectively due thereon, then such Sum of Ten thousand Pounds, or such Part thereof as such Daughter should become intituled to as aforesaid, and also the said Four thousand Pounds Bank Stock, and all and every the said Stock, Securities, and Sums of Money, should be deemed and accounted as Part of the Sum of Twenty thousand Pounds, intended to be provided for the Portion of such only or surviving Daughter: And the Residue only of the said Sum of Twenty thousand Pounds should be raised as aforesaid, and paid to such Daughter; and also a Power for the said Sir *Matthew Fetherston*, and all and every other Person and Persons respectively, being in the actual Possession of all or any of the Manors, Messuages, Lands, Hereditaments, and Premises, by virtue of any of the Limitations therein before expressed, to make any Lease or Leases in Possession, and not in Reversion, of all or any Part or Parts of the same Premises, for any Sum, not exceeding Twenty-one Years, at the best and most improved yearly Rent that could reasonably be had or gotten for the same, without taking any Money, or other Thing, by way of Fine or Income: And after reciting, in the said Indenture quadrupartite, that the said Sir *Matthew Fetherston*, or some Person or Persons in Trust for him, was or were seised of the Copyhold or Customary Lands and Tenements therein after-mentioned; That is to say, Of and in all those Pieces or Parcels of Ground, commonly called or known by the Name of *Powers*, containing by Estimation Eight Acres, lying and being in the Parish of *Standford le Hope* aforesaid, held of the said Manor of *Cabornes*; and also of and in all that Toft containing Six Acres of Land, then or sometime called *Brockman's Tenement*, being in Three Parcels at *Middleway* in the Parish of *Standford le Hope* aforesaid; and also of and in One Tenement, then or sometime called *Hawkins*, containing Three Acres of Land, and being in the Parish of *Standford le Hope* aforesaid; and also of and in one Piece of Land, containing One Acre and an half, then or sometime called *Maye's Tenements*, lying and being in the Parish of *Standford le Hope* aforesaid; and also of and in Two Tenements called *Lawys* and *Keventons*, alias *Kennetts* and *Midway*, and seven Acres of Land lying and being in the Parish of *Standford le Hope* aforesaid; and also One Cottage and One Garden, then or sometimes called *Perriman's*, and Three of the *Rush Doles*, situate, lying, and being, in the Parish of *Stanford le Hope* aforesaid; and also of and in Two Acres of Land, sometime called *Hawkins Pakeman's*, lying at *Middleway* aforesaid, in the said Parish of *Standford le Hope*; and also of and in Two Acres of Land, more or less, lying in One Croft, then or sometime called *Little Croft*, lying in the Parish of *Standford le Hope* aforesaid; and also of and in Four Acres of Land, lying in Two Parcels, then or sometime called *Doseman's*,

man's, with its Appurtenances, in *Standford*, in the Parish of *Standford le Hope* aforesaid; and also of and in all those Five Acres of Land, with the Appurtenances, then or sometime called *Will's Hill*, lying in the Parish of *Standford le Hope* aforesaid; all which last mentioned Premises are held of the Manor of *Abbots Hall* in *Standford le Hope*, in the said County of *Essex*; and also of and in all those Two Acres of Land, then or sometime called *Coslands*, containing by Estimation Twenty Acres, with the Appurtenances, lying and being in the Parish of *Stanbridge Magna*, in the said County of *Essex*; and also of and in One Croft of Land, then or sometime called *Hides*, containing by Estimation Three Acres, with the Appurtenances, lying and being in the Parish of *Stanbridge Magna* aforesaid; and also of and in One Toft, and Two Acres of Land, with the Appurtenances, lying and being in the Parish of *Stanbridge Magna* aforesaid; and also of and in One Croft of Land, then or sometimes called *Lord's Croft*, containing by Estimation Two Acres, with the Appurtenances, lying and being in the Parish of *Stanbridge Magna* aforesaid; all which said last-mentioned Premises are held of the Manor of *Stanbridge Magna*, in the said County of *Essex*; and also of and in all those three Parcels of Land, then or sometime called *Owiwands* alias *Iverwoods*, containing by Estimation Sixteen Acres, lying and being in the Parish of *Standford le Hope*, and held of the Manor of *Fobbing cum Standford le Hope*, in the said County of *Essex*; and also of and in several Customary Messuages, Lands, and Hereditaments, held of the Manor of *Terling Hall*, in the said County of *Essex*; and also of and in all that Customary Messuage or Tenement, with the Orchard and Land, called *Little Ashwells*, or otherwise held of the Manor of *Ringers* in *Terling*, in the said County of *Essex*; and also of and in several Customary Messuages, Lands, and Hereditaments, held of the Manor of *Canewdon Hall*, in the said County of *Essex*: It is witnessed, and the said Sir *Matthew Fetherston* did thereby covenant and agree, That he, and all others claiming any Estate in Trust for him, of and in all or any of the said Copyhold or Customary Premises, should and would forthwith, or as soon as conveniently might be after the Solemnization of the said then intended Marriage, surrender, or cause to be surrendered, all and every the said Copyhold or Customary Messuages, Lands, Tenements, Hereditaments, and Premises, and all other the Copyhold Messuages, Lands, Tenements, and Hereditaments, of him the said Sir *Matthew Fetherston*, in the County of *Essex*, late the Estate of the said Sir *Henry Fetherston*, deceased; and do all other lawful and reasonable Acts for the conveying, settling, and assuring, the said Copyhold or Customary Messuages, Lands, Tenements, Hereditaments, and Premises, with their and every of their Appurtenances, to the Use of such Person and Persons, and for such Estate and Estates, and in such Manner and Form, as the said Freehold Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, thereby granted and released, are therein before limited, or mentioned to be limited, or as near thereunto as the Nature and Tenure of the said Copyhold Premises would admit; except only as to the said Estate for Life, limited for supporting contingent Remainders, and the said Terms of Ninety-nine Years, and Three hundred Years, limited of the said Freehold Premises,

Premises, but subject nevertheless to the better raising, paying, and securing, the said yearly Rent or Sum of Ten thousand Pounds, to the said Dame *Sarah Lethieullier*, and her Assigns, during her Life, in such Manner, and at such Times, as are therein before appointed for Payment thereof:

And whereas the said Freehold and Copyhold Estates and Hereditaments in the County of *Essex*, comprised in the said Settlement, lie distant and remote from the Mansion-House or Seat of the said Sir *Matthew Fetherston*, and the Bulk of his Estate; and there is now a Prospect of selling the said settled Estate to Advantage; and the said Sir *Matthew Fetherston*, and Dame *Sarah* his Wife, do therefore propose, and are willing and desirous, that the same should be accordingly sold and disposed of, and that the Money arising by such Sale should be laid out and applied in the Purchase of other Lands, Tenements, and Hereditaments, more convenient and suitable to and for the Purposes of the said Marriage Settlement:

But although the carrying the said Proposal into Execution may be the Means of producing a better Income, and be of great Benefit to the said Sir *Matthew Fetherston*, and his Issue claiming under the said Settlement, **Yet** by reason of and during the Minority of the said *Henry Fetherston* his Son, the same Estate cannot be sold, nor a good Title made to the Purchaser thereof, without the Aid and Authority of an Act of Parliament:

Wherefore Your Majesty's most Dutiful and Loyal Subjects, the said Sir *Matthew Fetherston* and Dame *Sarah* his Wife, for themselves, and on the Behalf of the said *Henry Fetherston* their only Son, an Infant,

Most humbly beseech Your MAJESTY,

That it may be **Enacted**; and be it **Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Manors or Lordships, or reputed Manors or Lordships, of *Hassingbrooke* and *Terling*, alias *Tarling*, in the said County of *Essex*, and the Rectory of *Terling*, otherwise *Tarling* aforesaid, and all and every the Freehold and Copyhold Messuages, Farms, Lands, Tenements, Rectory, Hereditaments, and Premises, situate, lying, and being, in the County of *Essex*, which in and by the said recited Indentures of Lease and Release, or Marriage-Settlement, were conveyed, settled, and limited, or mentioned, agreed, and intended, to be conveyed, settled, limited, surrendered, and assured, respectively, to the Use of the said Sir *Matthew Fetherston*, for his Life, and for the Benefit of, and as a Provision for, for the said Dame *Sarah Fetherston*, and the Issue of the said Marriage, in manner therein mentioned; and all Houses, Out-houses, Edifices, Buildings, Hedges, Ditches, Fences, Mounds, Trees, Woods, Underwoods, Ways, Waters, Watercourses, Common of Pasture, and other Common, Mines, Quarries, Courts, Perquisites and Profits of Courts, Waifs, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, and Persons put in Exi-

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gent, Rights, Royalties, Franchises, Privileges, Jurisdictions, Commodities, and Appurtenances, whatsoever, to the said Manors or Lordships, or reputed Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, belonging or in any-wise appertaining (except as is herein before-mentioned to be excepted), and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of the same Premises, shall, from and after the Twenty-fourth Day of *June*. One thousand Seven hundred and Sixty, be settled upon and vested in; and the same are hereby from thenceforth settled upon and vested in the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, their Heirs and Assigns, to the Use and Behoof of them the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, their Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted, and exonerated, of, from, and against, all and every the Uses, Estates, Trusts, Powers, Provisoos, and Limitations, in and by said recited Indenture Quadrupartite, or Marriage-Settlement, limited, created, provided, and declared, of and concerning the said Premises; upon Trust nevertheless, that they the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, or the Survivor of them, or the Heirs of such Survivor, do and shall, by and with the Consent and Approbation of the said Sir *Matthew Fetherston*, during his Life, and after his Death by their own Authority, sell and dispose of the said Manors or Lordships, or reputed Manors or Lordships, and Freehold and Copyhold Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, vested or mentioned to be vested in the said Trustees, and their Heirs, as aforesaid, either intirely or in Parcels, unto any Person or Persons who shall be willing to become Purchasers thereof, or of any Part thereof, for the most Money and best Price and Prices that can be reasonably had or gotten for the same, and do and shall lay out, apply, and dispose of, the Money arising by such Sale or Sales, in Manner and for the Purposes herein after mentioned; that is to say, do and shall thereout, in the first Place, pay and defray the Charges and Expences attending the obtaining this Act; and do and shall lay out and apply the Residue and Surplus thereof in the Purchase of the Inheritance of Lands, Tenements, and Hereditaments, situate, lying, and being, in that Part of *Great Britain* called *England*, in Possession; whereof not above One-fifth Part shall be Copyhold; and shall and do settle, convey, and assure, the Lands and Hereditaments, so to be purchased, to, for, upon, and subject to such and so many of the Uses, Estates, Trusts, Powers, Provisoos, and Limitations, in and by the said recited Indenture Quadrupartite, or Marriage-Settlement, limited, created, and declared, or agreed to be limited, created, or declared, of and concerning the Freehold and Copyhold Messuages, Lands, Tenements, Hereditaments, and Premises, hereby respectively vested, directed, and appointed, to be sold as aforesaid, as shall be then existing, undetermined, or capable of taking Effect.

And it is hereby further Enacted, by the Authority aforesaid, That in the mean time and until such Sale or Sales shall be respectively made in pursuance of this Act as aforesaid, the said

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Joshua Iremonger and *Utrick Fetherstonhaugh*, and the Survivor of them, and the Heirs of such Survivor, do and shall permit and suffer the Premises, hereby vested in them as aforesaid, to be held and enjoyed, and the Rents and Profits thereof to be had, received, and taken, by and for the Benefit of such Person and Persons as would respectively be intitled to and ought to hold, enjoy, and receive the same, in case this Act had not been made.

And it is hereby further Enacted and Declared, That in the mean time and after the Sale and Conveyance of the Premises hereby vested to be sold, as aforesaid, or any Part thereof, and until the Money arising by such Sale shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, pursuant to this Act, it shall and may be lawful to and for the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, and the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, to place out the Money arising by such Sale, as aforesaid, upon the publick Funds, or on Government or real Security at Interest; and also, from time to time, to call in the Principal Money, to be placed out, and to place out the same again at Interest, on new and other Securities of the like Nature; and that the Interest, Dividends, and yearly Produce, from such Securities, shall be paid to such Person and Persons as would be intitled to the Rents and Profits of the Lands and Hereditaments hereby directed to be purchased, in case the same were purchased and settled pursuant to this Act.

And, for promoting and facilitating the Sale of the Premises hereby vested to be sold as aforesaid, **It is hereby further Enacted and Declared**, That the Receipt or Receipts of the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, or the Survivor of them, or the Heirs, Executors, or Administrators, of such Survivor, under their, his, or her, Hand or Hands respectively, shall be a sufficient Discharge to the Purchaser and Purchasers of the Premises, or any Part thereof, and to their respective Heirs, Executors, Administrators, and Assigns, for so much of the said Purchase Money for which such Receipt or Receipts shall be given; and after such Receipt or Receipts, the said Purchaser and Purchasers, his, her, and their Heirs, Executors, and Administrators, shall be, and is and are hereby, absolutely acquitted and discharged of and from the same; and he, they, or any of them, after such Receipt or Receipts, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication, of the said Purchase Money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said *Joshua Iremonger* and *Utrick Fetherstonhaugh* shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by virtue of or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and also, that they the said *Joshua Iremonger* and *Utrick Fetherstonhaugh*, their respective Heirs, Executors, and Administrators, shall and may, by and out of the Rents and Profits
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of the Premises hereby vested in them as aforesaid, or out of the Money arising by Sale thereof, retain to and reimburse themselves all reasonable Costs, Charges, and Expences, that they respectively shall or may sustain or be put unto, in or about the Execution of the Trusts hereby in them reposed.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to the Lords of the several Manors of which the said Customary or Copyhold Tenements are respectively held, and to all and every Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said Sir *Matthew Fetherston*, and Dame *Sarah Fetherston* his Wife, and all and every the Child and Children between them Two begotten, or to be gotten, and the Issue of such Child and Children respectively, and all and every Person and Persons claiming or intitled to any Use, Trust, Estate, Interest, Benefit, or Advantage, of, in, to, or out of, the Manors, or reputed Manors or Lordships, vested and settled by this Act, or any of them, or any Part thereof respectively, by virtue of or under the Limitations of the said Marriage Settlement, and the right Heirs of the said Sir *Matthew Fetherston*); All such Estate, Right, Title, Interest, Claims, and Demands whatsoever, of, in, to, or out of, the Premises so vested and settled, or mentioned or intended to be vested and settled, by this Act, as they, every or any of them, had before the Passing of this Act, or could or might have held and enjoyed, in case the same had not been made.

An ACT for Sale of Part of the settled Estate of Sir Matthew Fetherston, Baronet, in the County of Essex; and for laying out the Money, arising by such Sale, in the Purchase of other Lands and Hereditaments, to be settled in Lieu thereof.

[1760]

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